

Administrative Office of the Courts

Supreme Court of New Mexico
Arthur W. Pepin, Director



Mary White
Magistrate DWI Drug Court
Program Manager
(505) 827-4940
237 Don Gaspar, Room 25
(fax)
Santa Fe, NM 87501
aocmcw@nmcourts.gov

(505) 827-8091

STATE OF NEW MEXICO

ADMINISTRATIVE OFFICE OF THE COURTS

REQUEST FOR PROPOSALS (RFP) FOR

SUBSTANCE ABUSE TREATMENT SERVICES in EDDY COUNTY

ISSUE DATE:

February 11, 2013

The Procurement Code, NMSA 1978, §13-1-1 through 13-1-199, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kick-backs.

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

This Request for Proposals (RFP) has been developed for the purpose of soliciting, evaluating, and selecting proposals in a fair and competitive manner. If an Offeror fails to meet any mandatory items set forth in this RFP, the proposal will be declared non-responsive.

All costs incurred by the Offeror in the preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror, whether or not the Offeror is the successful Offeror.

Before the award is made, the Administrative Office of the Courts (AOC) may conduct discussions with Offerors who submit proposals that are determined to be reasonably susceptible of being selected for awards, but the award may be made without such discussions.

When it is in the best interest of the State of New Mexico, the RFP may be canceled, or any and all proposals may be rejected in whole or in part.

Any contract awarded as a result of this RFP process may be terminated or reduced in scope if sufficient appropriations or authorizations do not exist. Such termination will be effected by the AOC sending written notice to the contractor. The AOC's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

If the determination is made that there is insufficient funding to continue or finalize a program, the contractor will be compensated to the level of services performed, as authorized by the AOC prior to that determination. This provision, however, is not exclusive and does not waive other legal rights and remedies afforded the AOC in such circumstances as contractor defaults or breach of the contract.

Any protests of the award must be made in accordance with the Procurement Code, NMSA 1978, Section 13-1-1 to Section 13-1-199.

This RFP is being issued to hire a Contractor to work with the Eddy Magistrate DWI Drug Court Program to provide substance abuse treatment and drug testing services.

The contract will be for an initial seven month period with an option to renew each year after the first year for no more than three additional years, not to exceed four years, at the discretion of the AOC. Continuation of the contract for each additional year will be contingent upon satisfactory contract compliance by the contractor as determined by the AOC and upon sufficient funding.

B. SUMMARY OF SCOPE OF WORK

The Administrative Office of the Courts is soliciting proposals for a Contractor.

The focus of the Substance Abuse Treatment Services Grant is to provide substance abuse treatment and drug testing services to the participants of the Eddy Magistrate DWI Drug Court Program. Substance abuse treatment services shall include: screening and assessment; individual therapy; group counseling; individual treatment plans; evidence based treatment therapy; drug screening; family intervention sessions; case management services; court liaison services; aftercare services. The treatment counselor will serve as a member of the DWI Drug Court Team and will attend team staffing and hearings. Attendance and progress reports of participants will be provided to the Eddy Magistrate DWI Drug Court Program on a bi-weekly basis. Individual Treatment Plans shall be updated every 90 days as required by community mental health facilities.

The initial contract shall begin on or about July 1, 2013 through June 30, 2014 and may be extended up to three years, for no more than four years based on funding.

C. SCOPE OF PROCUREMENT

The scope of this procurement includes professional services only. The AOC reserves the option of renewing the initial contract on an annual basis. In no case will the contract, including renewals thereof, exceed a total of four years.

D. PROCUREMENT MANAGER

The AOC has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address and telephone number is listed below:

Eloisa Gonzales
Statewide Project Manager/Procurement Manager
Administrative Office of the Courts
237 Don Gaspar, Room 25
Santa Fe, NM 87501
Phone (505) 827-4812 Fax (505) 827-8091

All submissions via the postal service should be sent to the above address.

All deliveries via express carrier should be addressed as follows:

Eloisa Gonzales
Statewide Project Manager/Procurement Manager
Administrative Office of the Courts
325 Don Gaspar, Room 100
Santa Fe, NM 87501

Any inquires or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other employees do not have the authority to respond on behalf of the AOC.

Written inquires may also be in the form of e-mail to:

Eloisa Gonzales at aocexc@nmcourts.gov

E. DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“Aftercare” means follow up care provided after the treatment program.

“AOC” means the Administrative Office of the Courts.

“ASI-MV” means the Addiction Severity Index/Multimedia Version. The ASI-MV is a self administered interview that collects information identifying potential problems known to be associated with substance abuse problems e.g., family, health, legal, employment and psychological. Data is organized into a customizable clinical report and supplemented by clinical impressions and used for treatment planning, client placement, referrals and outcome measures.

“Case Management Services” means that participants will receive referrals to local support services such as housing, transportation, child care services, employment training and continuing care.

“Contract” means an agreement for the procurement of items of tangible personal property or services.

“Contractor” means the successful Offeror.

“Court Liaison” means a representative knowledgeable about each participants treatment progress, who will be available for each Eddy Magistrate DWI Drug Court Program staffing and hearing.

“DWI Drug Court” means a collaborative multi-agency approach including a court supervised regime of treatment for substance dependant offender’s convicted of DWI.

“DWI/Drug Court Team” is a representative from the multi-agency collaborative to include: the Judge, the DWI Drug Court Program Coordinator, and Assistant District Attorney, Assistant Public Defender, County Compliance DWI staff, Treatment Counselor and others.

“Drug Screening” means that on-site, rapid drug screening, with results available within five (5) minutes are conducted on all participants. All drug screening results shall be reported and forwarded promptly to the DWI Drug Court Program Coordinator. Collectors and observers are prohibited from revealing, or discussing drug screening results, including drug screening procedures with participants.

“Evaluation Committee” means a body appointed by the AOC to perform the evaluation of Offeror proposals.

“Family Intervention Sessions” means a licensed/certified practitioner will provide family therapy services as needed and with prior approval from the AOC.

“Finalist” is defined as an Offeror who meets all the mandatory specifications of the Request for Proposal and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.

“Group Counseling” means a licensed/certified practitioner will provide weekly gender and culturally specific counseling sessions to two or more participants at a given time as they progress from phase one through phase four of the program.

“Individual Therapy” means a licensed/certified practitioner will provide individual counseling sessions in a one on one setting, as determined in the individual treatment plan.

“Individual Treatment Plan” means a plan for counseling services that is prepared by a licensed/certified practitioner for each program participant, which shall be reviewed and approved by the presiding DWI drug court judge, and copies shall be forwarded to Eddy Magistrate DWI Drug Court Program Coordinator every 90 days or as required by community mental health facilities.

“MAST” means the Michigan Alcohol Screening Test

“Offeror” is any person, firm, corporation or partnership who chooses to submit a proposal.

“Procurement Manager” means the person or designee authorized by the AOC to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

“Request for Proposals” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” means an Offeror who submits a responsive proposal and who has furnished when required, information and data to provide that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

“Responsive Offeror” or “Responsive Proposal” means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals.

“SASSI” means Substance Abuse Subtle Screening Inventory

“Screening and Assessment” means that a Substance Abuse Subtle Screening Inventory (SASSI) and Michigan Alcohol Screening Test (MAST) will be conducted on all incoming participants with copies forwarded to Eddy Magistrate DWI Drug Court Program.

“Statewide Program Manager” means the individual assigned by the AOC to manage the project and administer this Agreement.

F. BACKGROUND INFORMATION

The Eddy DWI Drug Court was established in October 2011 by Richard Van Dyk to provide a community-based, multi-disciplinary, court-centered approach to the treatment of adults who enter the justice system due to behaviors substantially related to the abuse of alcohol and/or drugs and that have been convicted of a second or third DWI. Program components include:

- Treatment: Individual, Group
- Educational Support (if applicable);
- Employment Assistance (if needed);
- Frequent and Random Tests for Alcohol and Other illegal drugs;
- Intensive Community Supervision; and
- Regular Judicial Reviews

The Eddy County DWI Drug Court Program is court-centered, and recognizes that each participant is an individual and addresses his or her needs accordingly. The program requires regular court appearances, drug testing, regular office in

person check-ins with the program coordinator and therapeutic treatment personnel.

The Eddy Magistrate Drug Court program will provide treatment, support and assistance to program participants by identifying short-term goals and enhance public safety by assisting offenders to adopt a productive and law abiding lifestyle. The program also will provide a diversion to the offenders from further entry into the criminal justice system and will create an alternative program for offenders that do not require institutional security. The monitoring and supervision of the offenders will reduce the financial cost of managing offenders in penal institutions.

The DWI Drug Court Judge will refer prospective candidates who are adjudicated on DWI offenses in the Eddy Magistrate Court to the office of the DWI Drug Court Program Coordinator, as well as the other Magistrate Judge in Eddy. Upon receiving the referral, an initial screening will be conducted by the DWI Drug Court Program Coordinator for purposes of determining eligibility based on the criteria set forth by the DWI Drug Court Team.

The participant's progress and program participation is monitored on a daily and weekly basis. Completion of all weekly components is required before advancing to the next level. The participant is expected to do everything in regard to program requirements in order to advance from one program phase to the next program phase.

The DWI Drug Court Team will be involved in monitoring and approving advancement each week through the Phase Requirements which are detailed below:

Phase I – 6 Weeks

1. Twice weekly meetings with the DWI Drug Court Coordinator
2. Twice weekly check in with ASU
3. Weekly treatment session (group, self-help, sponsor) or as determined by treatment provider)
4. Participants are to report bi-monthly for DWI Drug Court.
5. Compliance with random home visits as they occur
6. Participant will begin 90 days on SCRAM devise
7. Complete ASPEN Program
8. Installation of Ignition Interlock (if driving)
9. If unemployed, copy of resume and proof of job search to be turned into coordinator. In not enrolled in school, proof the participant has enrolled in GED courses or other educational programming.
10. Completion of Court Ordered Community Service as ordered on Judgment and Sentence
11. Multiple drug tests per week, including random drug testing
12. At the beginning of phase 1, Participants will set up payment plan

- a. Pay based on the amount of time the person is projected to be in the program divided by court fines and fees for the offense (DWI 1st, 2nd, 3rd, 4th)
- b. All payment plans will be made on a case-by-case basis and community service hours may be utilized in lieu of monetary payment.
- c. This will continue through each phase, unless a new payment plan must be made. Community Service can be applied to fines - other fees must be paid monetarily.

Phase II – 14 Weeks

1. Weekly meeting with DWI Drug Court Coordinator
2. Twice weekly check in with ASU
3. Multiple drug tests per week, including random drug testing
4. Weekly treatment sessions (group, self-help, sponsor) or as determined by treatment
5. Participants are to report bi-monthly for DWI Drug Court
6. Compliance with random home visits as they occur
7. Participant will finish time on SCRAM devise
8. Complete DWI School
9. Full-time job, school, or community service and verification of job, school or community services through the appropriate documentation. This documentation will be turned into DWI/Drug Coordinator or designee
 - If working full time – 0 hours community service a week
 - If full-time student – 0 hours community service a week
 - If part-time work/part-time student – 0 hours community service a week
 - If part-time work 10 hours community service a week
 - If part-time school 10 hours community service a week
 - If no work, no school 25 hours community service a week

Phase III – 16 Weeks

1. Twice monthly meeting with the DWI Drug Court Coordinator
2. Twice weekly check in with ASU
3. Multiple drug tests per week, including random drug testing
4. Weekly treatment sessions (group, self-help, sponsor) or as determined by the treatment provider
5. Participants are to report bi-monthly for DWI Drug Court
6. Compliance with random home visits as they occur
7. Full-time job or School
8. If not working or going to school full-time Community Service hours same as Phase II
9. Attend Community Based Self Help - 1 per week
10. Sign Aftercare contract

Aftercare – No less than 4 Weeks – No more than 6 months

1. Monthly meeting with DWI Drug Court Coordinator

2. Twice weekly check in with ASU
3. Multiple drug tests per week, including random drug testing
4. Compliance with random home visits as they occur
5. Weekly aftercare group session or as determined by treatment provider
6. Full time job or School – Participants will not graduate program until they are working full-time and/or currently enrolled in GED classes or other educational programming.
 - a. If still not working, Community Service at 35 hours a week
7. Participants are to report as directed to DWI Drug Court (possibility of once a month).
8. Graduation Ceremony from DWI Drug Court upon last week of program compliance.

Aftercare will be no less than 4 weeks, no more than 6 months. This will be the participant's time to make arrangements for any more therapies needed, take time to pay fines/fees to the court, and have court monitored compliance still be a factor in their life. This will vary from individual-to-individual.

Passing on through each phase will be based upon completion of the minimum required program activities required each week, based on phase requirements and treatment plan, and remaining Drug and Alcohol free (measured by a series of clean "negative" urine tests).

Throughout the stages clients must plan for economic independence. Credit for each week's activities will be based on client's weekly participation and performance. Weekly recommendations will be submitted to the DWI Drug Court Team for review by both the DWI Drug Court Coordinator and treatment staff. Recommendation will then be reviewed by the DWI Drug Court Team each week prior to a final determination being made by the entire Team regarding movement from week to week. Client will be advised of final decision of prior week's movement at his/her next scheduled DWI Drug Court meeting. The Judge will explain rationale behind each week's decision.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events, and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue RFP	AOC	02/11/13
2.	Deadline to Submit Acknowledgement of Receipt of Proposal	Potential Offerors	02/18/13
3.	Deadline to Submit Questions	Potential Offerors	02/18/13
4.	Response to Written Questions RFP Amendments	AOC	02/22/13
5.	Submission of Proposal	Offeror	03/14/13
6.	Campaign Contribution Disclosure	Offeror	03/14/13
7.	Proposals Evaluation	Evaluation Committee	03/15/13
8.	Selection of Finalists	Evaluation Committee	03/29/13
9.	Best and Final Offers from Finalists	Offeror	04/05/13
10.	Finalize/Award Contract	AOC/Offeror	04/12/13
11.	Protest Deadline	Offeror	04/30/13

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A.

1. Issue of RFP

This RFP is being issued by the AOC. Additional copies of the RFP can be obtained from the Procurement Manager or viewed on the New Mexico Courts Website (www.nmcourts.com).

2. Deadline List Response Due

Potential Offerors should hand deliver or return by facsimile or by registered or certified mail the "Acknowledgment of Receipt of Request for Proposals Form" that accompanies this document (See Attachment A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated, and returned by 5:00 p.m. on February 18, 2013.

The procurement distribution list shall be used for the distribution of written responses to questions and any RFP amendments. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions as to the intent or clarity of this RFP until 5:00 p.m. on February 18, 2013. All written questions must be addressed to the Procurement Manager (see Section I, Paragraph D).

4. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments shall be distributed on February 22, 2013, to all potential Offerors whose organization name appears on the procurement distribution list. An Acknowledgment of Receipt Form shall accompany the distribution package. The form should be signed by the Offerors representative, dated, and hand-delivered or returned by facsimile or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Thereafter, the Offerors organization name shall be deleted from the procurement distribution list.

Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than three (3) days after any response and/or amendments are issued.

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO

LATER THAN 5:00 P.M. ON March 14, 2013. Time is of the essence for submitting proposals and proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D. Proposals must be labeled on the outside of the package so as to indicate clearly that they are in response to Court Improvement Project Request For Proposals. Proposals must be sealed. Any proposals or portions of proposals submitted by facsimile will not be accepted.

A public log will be kept of the names of all Offerors. Pursuant to Section 13-1-116, NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

6. Campaign Contribution Disclosure

Potential Offerors must submit with their response to proposal the "Campaign Contribution Disclosure Form" that accompanies this document (See Attachment "C") no later than 5:00 PM on March 14, 2013.

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form (Attachment "C") with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two-year period.

7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by the AOC. This process will begin on March 15, 2013. During this time, the Procurement Manager may, at her option, initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists

The Evaluation Committee will select and Procurement Manager will notify the finalist Offerors on March 29, 2013. Only finalists will be invited to participate in the subsequent steps of the procurement.

9. Best and Final Offers from Finalists

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by 5:00 p.m. on April 5, 2013.

10. Finalize Contract

The contract will be finalized with the most advantageous offeror April 12, 2013. In the event that mutually agreeable terms cannot be reached within the time specified, the Agency reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process.

11. Contract Award

The contract shall be awarded to the offeror or offerors whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

12. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172, NMSA 1978, and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the contract award and will end at 5:00 p.m. April 30, 2013. Protest must be written and must include the name and address of the protestor. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the procurement manager. The protest must be delivered to the Procurement Manager at the address as listed in Section I, Paragraph D. Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This Procurement will be conducted in accordance with the AOC's Guidelines Governing Procurement.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal

constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Costs

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the AOC. The AOC will make contract payments to only the prime contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The AOC personnel will not merge, collate, or assemble proposal materials.

6. Offerors Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offerors duly authorized representative addressed to the Procurement Manager.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulation.

7. Proposal Offer Firm

Responses to this RFP will be considered until March 14, 2013.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material which is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offerors organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3-A-1 to 57-3A-7, NMSA 1978.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Procurement Manager shall examine the Offerors request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will not be disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates the AOC or any of its departments or agencies to the service offered until a valid written contract is approved by the AOC.

10. Termination

This RFP may be canceled at any time up to and including the deadline for submitting protests and any and all proposals may be rejected in whole or in part when the AOC determines such action to be in the best interest of the AOC and the State of New Mexico.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The AOC's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The AOC requires that all Offerors agree to be bound by the General Requirements contained in the RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied by the AOC in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between the AOC and the Contractor or Contractors will follow the format specified by the AOC and contain the terms and conditions set forth in Attachment B, "Contract Terms and Conditions". However, the AOC reserves the right to negotiate provisions with a successful Offeror in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offerors proposal will be incorporated into the contract.

Should an Offeror object to any of the AOC's terms and conditions, as contained in this Section or in Attachment B, that Offeror must propose specific alternative language that would be acceptable to the AOC. General references to the Offerors terms and conditions or attempts at complete substitutions are not acceptable to the AOC and will result in disqualification of the Offerors proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

All contracts for professional services are subject to the review and approval by the AOC.

16. Offerors Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the AOC.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the AOC and the selected Offerors and will not be deemed an opportunity to amend the Offerors proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85, NMSA 1978.

19. Right to Waive

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposal failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. The right to waive minor irregularities and mandatory requirements is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The AOC reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the AOC, representing the Contractor adequately.

21. Notice of Criminal Penalties

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for bribes, gratuities and kick-backs.

22. AOC Rights

The AOC reserves the right to accept all or a portion of an Offerors proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, potential Offerors, Offerors, and Contractors must secure from the AOC written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contact. Failure to

adhere to this requirement may result in disqualification of the Offerors proposal or termination of the contract.

24. Ownership of Proposals

All documents submitted in response to this RFP will become the property of the AOC and the State of New Mexico.

25. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (email). Offeror must have a valid email address to receive this correspondence.

26. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the offerors possession and the version maintained by the AOC, the version maintained by the AOC shall govern.

27. Suspension and Debarment Requirement

The offeror shall certify, by signing the agreement attached hereto as Attachment D that to the best of its knowledge and belief that the offeror and/or its Principals are not or have not been debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any Federal department or agency.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

B. NUMBER OF COPIES

Offerors shall deliver one original and three (3) identical copies of their proposal on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 ½ x11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

1) Proposal Organization

The proposal must be organized and indexed in the following format must contain, at a minimum, all listed items in the sequence indicated.

- a) Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary
- d) Response to Specifications
- e) Suspension and Debarment Form
- f) Campaign Contribution Form
- g) Response to AOC Terms and Conditions
- h) Offerors Additional Terms and Conditions
- i) Updated Resume
- j) Professional and Personal References
- k) Other Supporting Material

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Any proposal that does not adhere to the requirements may be deemed non-responsive and rejected on that basis.

Offerors may attach other materials which may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

2) Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal MUST:

- a) identify the submitting firm;
- b) identify the name and title of the person authorized by the firm to contractually obligate the firm;
- c) identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the firm;
- d) identify the names, titles and telephone numbers of the persons to be contacted for clarification;
- e) explicitly indicate acceptance of the Conditions Governing the Procurement as stated in Section II, Paragraph C.1;
- f) be signed by the person authorized to contractually obligate the firm;
- g) Acknowledge receipt of any and all amendments to this RFP.

3) Resume

Each proposal must attach an updated resume of the Director, Chief Financial Officer and staff performing services for participants.

4) Professional and Personal References

Each proposal must provide two (2) professional reference letters and two (2) personal references. Through the references provided, the AOC will evaluate the performance of and professionalism shown by the contractor for work performed for any of the courts or other state agencies in New Mexico.

IV. SPECIFICATIONS

This section contains relevant information concerning the tasks to be performed by the Contractor. Offerors should respond in the form of a narrative to each specification. The narrative along with the required supporting material will be evaluated and awarded points accordingly.

A. DETAILED SCOPE OF WORK

Any of the following requirements are mandatory for carrying out the services associated with Substance Abuse Treatment. The Contractor shall work closely with the Eddy Magistrate DWI Drug Court Program to carry out the tasks necessary to complete the objectives of this service contract. The Contractor must agree to submit invoices timely and within the parameters of the state fiscal year. The Contractor must agree to prepare progress reports on individual participants and updates to the Eddy Magistrate DWI Drug Court Program and participate in hearings on a bi-weekly basis. Written status reports will include at a minimum participant progress, problems encountered, and recommendations for the team. This scope of work is not exhaustive and may change based on the progress and/or tasks that seem appropriate and necessary to achieve the goals and requirements of the program.

The focus of the Substance Abuse Treatment Services Grant is to provide substance abuse treatment and drug testing services to the participants of the Eddy Magistrate DWI Drug Court Program and services shall include:

- Screening & Assessment – A screening and assessment shall be done on all incoming participants using either the Substance Abuse Subtle Screening Inventory (SASSI) and/or the Michigan Alcohol Screening Test (MAST), or other screening and assessment tools as may be required by program policies.
- Individual Treatment Plan – An individual treatment plan will be prepared by a licensed/certified practitioner for each program participant, reviewed and approved by the presiding drug court judge. The licensed/certified practitioner must meet the requirements set forth by the Regulation & Licensing Counseling Board Scope of Practice 61-9A-5-F-G. The LMHC must work under supervision at all times when providing mental health counseling, and the LSAA must work under supervision at all times when conducting substance abuse counseling.
- Individual Therapy – Individual therapy will be provided for each participant by a licensed/certified practitioner as desired or as determined by the individual treatment plan. Contractor agrees to allow the DWI Drug Court Coordinator to observe sessions as needed. The licensed/certified practitioner must meet the requirements set forth by the Regulation & Licensing Counseling Board Scope of Practice 61-9A-5-F-G. The LMHC must work under supervision at all times when providing

mental health counseling, and the LSAA must work under supervision at all times when conducting substance abuse counseling.

- Group Counseling – Group counseling will be provided for each participant by a licensed/certified practitioner on a weekly basis from phase one through phase three. Contractor agrees to provide gender specific groups on a weekly basis, and allow the DWI Drug Court Coordinator to observe sessions as needed. The licensed/certified practitioner must meet the requirements set forth by the Regulation & Licensing Counseling Board Scope of Practice 61-9A-5-F-G. The LMHC must work under supervision at all times when providing mental health counseling, and the LSAA must work under supervision at all times when conducting substance abuse counseling.
- Family Intervention Services – Family Intervention services will be provided by a licensed/certified practitioner as needed. The licensed/certified practitioner must meet the requirements set forth by the Regulation & Licensing Counseling Board Scope of Practice 61-9A-5-F-G. The LMHC must work under supervision at all times when providing mental health counseling, and the LSAA must work under supervision at all times when conducting substance abuse counseling.
- Court Liaison Services – The Contractor representative knowledgeable about each participant's treatment progress will be available for each Eddy Magistrate DWI Drug Court Program staffing and hearing.
- Case Management – The Contractor will refer the participants to local support services such as housing, transportation, child care services, employment training, and continuing care as needed.
- Aftercare – The Contractor will provide aftercare services as needed.
- Drug Screening – The Contractor shall provide on-site, rapid drug screening with results available within five (5) minutes; all drug screening results shall be reported and forwarded promptly to the drug court program coordinator.
 - Collectors and observers are prohibited from revealing, or discussing drug screening results, including drug screening procedures with participants.
 - Collectors and observers are to immediately notify the treatment counselor of any positive result on the drug screen.
 - Collectors and observers shall follow established Eddy Magistrate DWI Drug Court Program protocols, which include same sex observation.
 - Trained personnel, male and female observers/collectors, acceptable to Eddy Magistrate DWI Drug Court Program.
 - Availability to collect daily, Monday through Sunday, hours to be determined.
 - Minimum of four (4) profile drug screening to include: THC, cocaine, opiates and amphetamines
 - Alcohol screening with approved breath analyzer.

- Once each week, as determined by the drug court program coordinator, minimum eight (8) profile drug screening to include: THC, cocaine, opiates, barbiturates, benzodiazepine, amphetamine, methadone and alcohol.
- Arrangements for Gas Chromatography/Mass Spectrometry (GC/MS) confirmation with quantitative results.
- Secure storage and equipment surroundings. Lockable doors accessible by authorized personnel only.
- Observers/collectors shall follow established Eddy Magistrate DWI Drug Court Program protocols.

B. BUSINESS SPECIFICATIONS

1. Project Time Frame

The project is scheduled to begin on or about December 1, 2013. Please describe proposed time-line of services provided to participants.

A. AOC

The AOC will assign staff (Statewide Program Manager and Statewide Program Manager) to work with the Contractor in setting up meetings with Eddy Magistrate DWI Drug Court Program to facilitate the scheduling of participants. This support does not relieve the Contractor of the primary responsibility for provision of services. Please respond as to the Contractor's interaction with the AOC staff.

B. Facilities

Include detailed narrative on available facilities, including, but not limited to, computers, offices and equipment.

C. MANDATORY SPECIFICATIONS

1. Project Reporting

Offerors must agree to prepare progress reports on individual participants and updates to the Eddy Magistrate DWI Drug Court Program and participate in hearings on a bi-weekly basis. Written status reports will include at a minimum participant progress, problems encountered, and recommendations for the team

2. Offeror Experience

The Offeror must be qualified and adequately trained to provide the unique treatment required by drug court participants. The Offeror shall at a minimum, be

Licensed Substance Abuse Interns (LSAIs) under the laws of New Mexico. It is understood that an LSAI must be under the supervision of a Licensed Alcohol and Drug Abuse Counselor (LADAC). The Offeror shall be experienced in working with substance abuse treatment of adults and/or the judicial system. The Offeror must submit a statement of relevant experience, including experience and professional qualifications of lead professional(s) and subcontractors. The documentation must thoroughly describe how the Offeror has supplied expertise for similar contracts and work related to screening and assessment, individual therapy, group therapy, development of individual treatment plans and on-site drug testing services. The licensed/certified practitioner must meet the requirements set forth by the Regulation & Licensing Counseling Board Scope of Practice 61-9A-5-F-G. The LMHC must work under supervision at all times when providing mental health counseling, and the LSAA must work under supervision at all times when conducting substance abuse counseling.

3. Cost

Offeror must propose one firm, fixed, fully-loaded hourly rate per service category below for contractor, or its employees or subcontractors. This cost breakdown shall be submitted under Section C of the proposal summary. The firm, fixed, fully-loaded hourly rate will include travel to and from the off-site workplace to the on-site workplace. The proposed fully-loaded hourly rates must include travel, per diem, fringe benefits, training costs and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate. New Mexico gross receipts taxes are excluded from the proposed maximum hourly rates. They shall be shown separately on the invoice.

The service category is as follows:

The planning, facilitation, implementation, assessment, and reporting of Substance Abuse Treatment and Drug Testing Services.

4. Liability Insurance

Submit evidence of the organization or individual's current liability insurance policy of at least \$1 million covering injury to any program participant or third party for injuries arising out of actions of all staff members of the Contractor pursuant to this contract. If the organization or individual does not yet have adequate insurance, describe the steps taken to obtain such insurance and provide any assurances received from insurance carriers.

V. EVALUATION

A. EVALUATION POINT TABLE/SUMMARY

The following is a summary of evaluation factors with a point value assigned to each factor. These weighted factors will be used in the evaluation of individual Offeror proposals.

<u>Factor</u>	<u>Points Available</u>
I. Response to Service Components Rater shall ensure that all mandatory service components and subsequent elements are addressed and that each area is explained in adequate detail.	25
II. Response to Program Personnel Raters shall ensure that staff directly employed or sub-contracted to provide services have required credentials as outlined in the mandatory specifications.	15
III. Program Budget and Unit Costs Raters shall review the budget for possible cost overruns, unexplicable expenditures and overall thoroughness of presentation. Rater shall also ensure that all service components and elements are addressed and that the costs appear appropriate based on the amount of effort and/or professional credentials required. Points will be awarded in this evaluation based upon a detailed proposed budget for services and costs including, but not limited to, training, travel, per diem, salaries and benefits of assigned professionals and support staff, and any other applicable items. A narrative description of each proposed cost must be provided along with a statement of the proposed time the Offeror expects to dedicate to the Eddy Magistrate DWI Drug Court Program initiatives.	30
IV Offeror Experience/Reference Raters shall review previous experience in providing substance abuse treatment within the judicial branch and any references.	15
V Written Presentation of Proposal Raters shall take into consideration content,	15

thoroughness of presentation, the ability to describe program content, and the ability to follow all requirements specified in this RFP.

TOTAL

100

B. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform that evaluation as specified in Section II, Paragraph C.15.
4. Responsive proposals will be evaluated on the factors in Section V which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated based on their revised proposal. The responsible Offeror whose proposals is most advantageous to the AOC, taking into consideration the evaluation factors in Section V, will be recommended for contract award as specified in Section II, Paragraph B.9. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

ATTACHMENT A

Acknowledgement of Receipt Form

REQUESTS FOR PROPOSALS

Substance Abuse Treatment Services

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Attachment D.

The acknowledgment of receipt should be signed and returned to the Procurement Manager no later than 5:00 p.m. on February 18, 2013. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive a proposal will receive copies of all Offeror written questions and the AOC's written responses to those questions as well as RFP amendments, if any are issued.

ORGANIZATION: _____

REPRESENTED BY: _____

TITLE: _____

PHONE NUMBER: _____ FAX NUMBER: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

EMAIL: _____

SIGNATURE: _____ DATE: _____

The name and address will be used for all correspondence related to the Request for Proposal. Firm does/does not (circle one) intend to respond to this Request for Proposals.

ATTACHMENT B

Contract Terms and Conditions

exhaustive and may change based on the progress and/or tasks that seem appropriate and necessary to achieve the goals and requirements of the program.

The focus of the Substance Abuse Treatment Services Grant is to provide substance abuse treatment and drug testing services to the participants of the Eddy Magistrate DWI Drug Court Program and services shall include:

- A. Screening & Assessment – A screening and assessment shall be done on all incoming participants using either the Substance Abuse Subtle Screening Inventory (SASSI) and/or the Michigan Alcohol Screening Test (MAST), or other screening and assessment tools as may be required by program policies.
- B. Individual Treatment Plan – An individual treatment plan will be prepared by a licensed/certified practitioner for each program participant, reviewed and approved by the presiding drug court judge. The licensed/certified practitioner must meet the requirements set forth by the Regulation & Licensing Counseling Board Scope of Practice 61-9A-5-F-G. The LMHC must work under supervision at all times when providing mental health counseling, and the LSAA must work under supervision at all times when conducting substance abuse counseling.
- C. Individual Therapy – Individual therapy will be provided for each participant by a licensed/certified practitioner as desired or as determined by the individual treatment plan. Contractor agrees to allow the DWI Drug Court Coordinator to observe sessions, as needed. The licensed/certified practitioner must meet the requirements set forth by the Regulation & Licensing Counseling Board Scope of Practice 61-9A-5-F-G. The LMHC must work under supervision at all times when providing mental health counseling, and the LSAA must work under supervision at all times when conducting substance abuse counseling.
- D. Group Counseling – Group counseling will be provided for each participant by a licensed/certified practitioner on a weekly basis from phase one through phase three. Contractor agrees to provide gender specific groups on a weekly basis, and allow the DWI Drug Court Coordinator to observe sessions, as needed. The licensed/certified practitioner must meet the requirements set forth by the Regulation & Licensing Counseling Board Scope of Practice 61-9A-5-F-G. The LMHC must work under supervision at all times when providing mental health counseling, and the LSAA must work under supervision at all times when conducting substance abuse counseling.
- E. Family Intervention Services – Family Intervention services will be provided by a licensed/certified practitioner as needed. The licensed/certified practitioner must meet the requirements set forth by the Regulation & Licensing Counseling Board Scope of Practice 61-9A-5-F-G. The LMHC must work under supervision at all times when providing mental health counseling, and the LSAA must work under supervision at all times when conducting substance abuse counseling.
- F. Court Liaison Services – The Contractor's representative knowledgeable about each participant's treatment progress will be available for each Eddy Magistrate DWI Drug Court Program staffing and hearing.
- G. Case Management – The Contractor will refer the participants to local support services such as housing, transportation, child care services, employment training, and continuing care as needed.

- H. Aftercare – The Contractor will provide aftercare services as needed.
- I. Drug Screening – The Contractor shall provide on-site, rapid drug screening with results available within five (5) minutes; all drug screening results shall be reported and forwarded promptly to the drug court program coordinator.
 - a. Collectors and observers are prohibited from revealing, or discussing drug screening results, including drug screening procedures with participants.
 - b. Collectors and observers are to immediately notify the treatment counselor of any positive result on the drug screen.
 - c. Collectors and observers shall follow established Eddy Magistrate DWI Drug Court Program protocols, which include same sex observation.
 - d. Trained personnel, male and female observers/collectors, acceptable to Eddy Magistrate DWI Drug Court Program.
 - e. Availability to collect daily, Monday through Sunday, hours to be determined.
 - f. Minimum of four (4) profile drug screening to include: THC, cocaine, opiates and amphetamines.
 - g. Alcohol screening with approved breath analyzer.
 - h. Once each week, as determined by the drug court program coordinator, minimum eight (8) profile drug screening to include: THC, cocaine, opiates, barbiturates, benzodiazepine, amphetamine, methadone and alcohol.
 - i. Arrangements for Gas Chromatography/Mass Spectrometry (GC/MS) confirmation with quantitative results.
 - j. Secure storage and equipment surroundings. Lockable doors accessible by authorized personnel only.

2. COMPENSATION:

The total amount payable under this Agreement shall not exceed X thousand dollars (\$XXX). The AOC will pay for professional services under this contract upon receipt of a detailed invoice which details time spent by the CONTRACTOR in conducting the Scope of Work above. All invoices submitted by the Contractor shall be submitted within the parameters of the state fiscal year which runs July 1 through June 30 of each year.

The CONTRACTOR shall be responsible for payment of any New Mexico gross receipts taxes levied on the amount paid to CONTRACTOR pursuant to this Agreement.

3. TERM:

This Agreement runs from July 1, 2013 through June 30, 2014, and all services are to be performed within this time unless changes are authorized by AOC or unless the agreement is terminated pursuant to Paragraph 4. Work hours shall be determined by the CONTRACTOR to provide the contracted services as soon as possible.

4. RENEWAL OPTION:

Pursuant to Section 13-1-150, NMSA 1978, this contract may be renewed for a period not to exceed one (1) year each, for a total of four (4) years, including this contract and all extensions and renewals.

5. TERMINATION:

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE AOC IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.

6. STATUS OF CONTRACTOR:

The CONTRACTOR and its agents and employees are independent CONTRACTORS performing professional services for the AOC and are not employees of the State of New Mexico. The CONTRACTOR and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The CONTRACTOR acknowledges that all sums received hereunder are reportable by the CONTRACTOR for tax purposes, including without limitation, self-employment and business income tax. The CONTRACTOR agrees not to purport to bind the AOC unless the CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

Submit evidence of the organization or individual's current liability insurance policy of at least \$1 million covering injury to any program participant or third party for injuries arising out of actions of all staff members of the CONTRACTOR pursuant to this contract. If the organization or individual does not yet have adequate insurance, describe the steps taken to obtain such insurance and provide any assurances received from insurance carriers;

7. ASSIGNMENT:

The CONTRACTOR shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the AOC.

8. SUBCONTRACTING:

The CONTRACTOR shall not subcontract any portion of the services to be performed under this Agreement without the written approval of the AOC.

9. RECORDS AND AUDIT:

The CONTRACTOR shall maintain detailed time records that indicate the date, time and nature of services rendered. These records shall be provided by the CONTRACTOR for inspection by the AOC and the State Auditor upon written request of the AOC. The AOC has the right to audit billings both before and after payment. Payment under this Agreement is not a waiver of the right to the AOC to recover excessive or illegal payments.

10. APPROPRIATIONS:

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the AOC to the CONTRACTOR. The AOC's decision as to whether sufficient appropriations are available shall be accepted by the CONTRACTOR and shall be final.

11. FINAL PAYMENT:

Since all payments under this Agreement shall be monthly, AOC shall be entitled to withhold the final payment due hereunder, pending final approval by AOC of the services rendered. Upon receipt and acceptance of a final project report prior to the final payment, the CONTRACTOR shall furnish AOC proof in documentary form that all claims, liens, salaries or other obligations incurred by it in accordance with the services specified herein have been properly paid and released.

12. RELEASE:

Final payment of the amounts due under this Agreement shall operate as a release of the AOC, its employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

13. CONFIDENTIALITY:

Any information given to or developed by the CONTRACTOR in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or entity by the CONTRACTOR without the prior approval of the AOC.

14. PRODUCE OF SERVICE - COPYRIGHT:

All materials developed or acquired by the CONTRACTOR under this Agreement shall become the property of the state of New Mexico, and shall be delivered to the AOC not later than the termination date of this Agreement. Nothing produced, in whole or in part, by the CONTRACTOR under this Agreement shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

15. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT:

The CONTRACTOR warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The CONTRACTOR certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

16. PROHIBITION AGAINST DUAL COMPENSATION:

The charges for services rendered under this Agreement are reimbursable or subject to compensation only to the extent that such services relate exclusively and directly to the purpose of this Agreement and supplemental or additional payment for such services is not received by the CONTRACTOR from any other source.

17. EQUAL EMPLOYMENT OPPORTUNITY:

The CONTRACTOR, in the performance of this Agreement, shall not discriminate against any employee, client or other person on the basis of race, color, religion, national origin, sex, age or disability.

18. PENALTIES FOR VIOLATION OF LAW:

The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

19. MERGER:

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. AMENDMENT:

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties to the agreement.

21. APPLICABLE LAW:

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, CONTRACTOR acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

22. WORKERS COMPENSATION:

The CONTRACTOR agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the CONTRACTOR fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

23. INDEMNIFICATION:

The CONTRACTOR shall defend, indemnify and hold harmless the AOC and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of

the CONTRACTOR, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the CONTRACTOR resulting in injury or damage to persons or property during the time when the CONTRACTOR or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the CONTRACTOR or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the CONTRACTOR, the CONTRACTOR shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the AOC and the Risk Management Division of the New Mexico General Services Department by certified mail.

24. INVALID TERM OR CONDITION:

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

25. ENFORCEMENT OF AGREEMENT:

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. NOTICES:

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Administrative Office of the Courts:

Eloisa Gonzales
Statewide Project Manager/ Procurement Manager
Administrative Office of the Courts
237 Don Gaspar, Room 25
Santa Fe, NM 87501

To the CONTRACTOR:

Name, Job Title in Organization
1234 Address
Town, State, Zip Code
Contractor @isp.com

The Contractor shall within ten (10) calendar days communicate to the AOC Statewide Program Manager any change in the person designated in this Agreement to receive notice or address change, showing the effective date of the change by the Contractor.

27. AUTHORITY:

If CONTRACTOR is other than a natural person, the individual(s) signing this Agreement on behalf of CONTRACTOR represents and warrants that he or she has the power and authority to bind CONTRACTOR, and that no further action, resolution, or approval from CONTRACTOR is necessary to enter into a binding contract.

28. EFFECTIVE DATE:

This Agreement is not effective until signed by all parties and is effective on the date specified in Paragraph 3 of this Agreement.

29. SIGNATURE:

Signed by the parties on the dates indicated:

**STATE OF NEW MEXICO
ADMINISTRATIVE OFFICE OF THE COURTS**

Arthur W. Pepin

Date Signed

CONTRACTOR

Date Signed

THE FOLLOWING ARE NEITHER PARTIES NOR PRIVIES TO THIS AGREEMENT:

The Records of the Taxation and Revenue Department reflect that the CONTRACTOR is registered for payment of the New Mexico gross receipts tax.

YES
NO

New Mexico Tax I.D.

The Records of the Taxation and Revenue Department reflect that the CONTRACTOR is exempt from the payment of the New Mexico gross receipts tax.

YES
NO

BY: _____
TAX & REVENUE DEPARTMENT Date Signed

APPROVED: _____
JUDICIAL BUDGET OFFICER Date Signed

ATTACHMENT C

Campaign Disclosure Form

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date

Title (Position)

ATTACHMENT D

Certification regarding Debarment, Suspension, Proposed Debarment and Other
Responsibility Matters

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS

The entering of a contract between AOC and the successful Offeror pursuant to this RFP is a “covered transaction,” as defined by 45 C.F.R. Part 76. AOC’s contract with the successor Offeror shall contain a provision relating to debarment, suspension, and responsibility substantially in the form contained in Article 39 of Attachment D. All Offerors must provide as a part of their proposals a certification to AOC in the form provided below. Failure of an Offeror to furnish a certification or provide such additional information as requested by the Procurement Manager for this RFP will render the Offeror non-responsible. Furthermore, the Offeror shall provide immediate written notice to the Procurement Manager for this RFP if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Although AOC may review the veracity of the certification through the use of the federal Excluded Parties Listing System or by other means, the certification provided by the Offeror in paragraph (a), below, is a material representation of fact upon which AOC will rely when making a contract award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to AOC, AOC may terminate the contract resulting from this request for proposals for default.

The certification provided by the Offeror in paragraph (a), below, will be considered in connection with a determination of the Offerors responsibility. A certification that any of the items in paragraph (a), below, exists may result in rejection of the Offerors proposal for non-responsibility and the withholding of an award under this RFP. If the Offerors certification indicates that that any of the items in paragraph (a), below, exists, the Offeror shall provide with its proposal a full written explanation of the specific basis for, and circumstances connected to, the item; the Offerors failure to provide such explanation will result in rejection of the Offerors proposal. If the Offerors certification indicates that that any of the items in paragraph (a), below, exists, AOC, in its sole discretion, may request, that the U.S. Department of Health and Human Services grant an exception under 45 C.F.R. §§ 76.120 and 76.305 if AOC believes that the procurement schedule so permits and an exception is applicable and warranted under the circumstances. In no event will AOC award a contract to an Offeror if the requested exception is not granted for the Offeror.

(a)(1) By signing and submitting a proposal in response to this RFP, the Offeror certifies, to the best of its knowledge and belief, that:

(i) The Offeror and/or any of its Principals-

- (A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency;
- (B) Have ☐ have not ☐, within a three-year period preceding the date of the Offerors proposal, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
- (C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this certification;
- (D) Have ☐ have not ☐, within a three-year period preceding the date of Offerors proposal, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and

(ii) "Principal," for the purposes of this certification, shall have the meaning set forth in 45 C.F.R. § 76.995 and shall include an officer, director; owner, partner, principal investigator, or other person having management or supervisory responsibilities related to a covered transaction. "Principal" also includes a consultant or other person, whether or not employed by the participant or paid with Federal funds, who: is in a position to handle Federal funds; is in a position to influence or control the use of those funds; or occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

(iii) For the purposes of this certification, the terms used in the certification, such as *covered transaction*, *debarred*, *excluded*, *exclusion*, *ineligible*, *ineligibility*, *participant*, and *person* have the meanings set forth in the definitions and coverage rules of 45 C.F.R. Part 76.

(iv) Nothing contained in the foregoing certification shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

OFFEROR: _____

SIGNED BY: _____

TITLE: _____

DATE: _____